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Mary C. Seabrook Leatherman, et al

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BOOK

295 PAGE

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11-30-94 CW

STATE MS. DESOTO CO.
FILED

Do not record above this line

FEB 8 8 40 AM '96

WARRANTY DEED

BK 295 PG 697
W.E. DAVIS CH. CLK.

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of Two Thousand Fifty-Two

and no

/100 Dollars (\$ 2,052.00)

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi Transportation Commission the following described land:

TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI,

Section 18:

Begin at the point of intersection of an Eastern line of grantors property with the present Western right-of-way line of U. S. Highway No. 61, said point of intersection is 1,994.7 feet South of and 790.3 feet West of the Northeast corner of Section 18, Township 2 South, Range 9 West; from said point of beginning run thence South 37° 17' West along said present Western right-of-way line, a distance of 1,590.3 feet to the proposed Western right-of-way line of a proposed highway project, being known and designated as State Project No. 94-0009-06-019-10, begin a segment of U.S. Highway No. 61; thence North 34° 03' East along said proposed right-of-way line, a distance of 301.0 feet; thence North 37° 17' East along said proposed right-of-way line, a distance of 1,300.0 feet; thence North 35° 22' East along said proposed right-of-way line, a distance of 11.9 feet to the said Eastern line of grantors property; thence South 00° 56' East along said Eastern property line, a distance of 28.1 feet to the point of beginning, containing 0.57 acres, more or less.

All of the above being situated in and a part of the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4.

It is further agreed that the grantor shall vacate the premises described herein not later than thirty (30) days after delivery or tender of the aforesaid consideration by the grantee. Should the grantor fail to so vacate, grantor herewith agrees to pay all court costs, attorney fees incurred in eviction or other removal action together with any and all other damages incurred by the grantee resulting from said delay.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures the 28th Day of December, A.D., 1995, the 8th day of January, A.D., 1996, and the 11th day of January, A.D., 1996, respectively as set forth in the acknowledgements.

Mary Carroll Seabrook Leatherman

Mary Leatherman Carr

Irene Leatherman Brownlow

Mary Carroll Seabrook Leatherman
Mary Leatherman Carr
Irene Leatherman Brownlow

Grantee, Prepared by and return to:

Miss. Department of Transportation

Right of Way Division

P. O. Box 1850

Jackson, Mississippi 39215-1850

Phone Number: (601) 359-7559

Account No. 94-0009-06-019-10

Grantor Address:

Mary Carroll Seabrook Leatherman

103 Morning Side Place

Memphis, TN 38104

Phone Number: (901) 327-0782

Business Number:

INDEXING INSTRUCTIONS:

This instrument is to be indexed in Section 18, Township 2 South, Range 9 West, DESOTO COUNTY, MISSISSIPPI

Mary Leatherman Carr
46 Morning Side Place
Memphis, TN 38104
Phone Number: (901) 458-7748

Irene Leatherman Brownlow
100 East Parkway
Memphis, TN 38104
Phone Number: (901) 327-2617

In the case of natural persons acting in their own right:

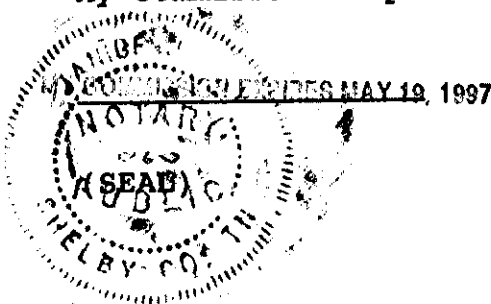
STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of December, 1995, within my jurisdiction, the within named Mary Carroll Seabrook
Leatherman

who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Gami Jyl (NOTARY PUBLIC)

My commission expires:



In the case of natural persons acting in their own right:

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of January, 1996, within my jurisdiction, the within named _____
Irene Leatherman Brownlow

who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

C Sherilyn Ganett (NOTARY PUBLIC)

My commission expires:



In the case of natural persons acting in their own right:

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for
the said county and state, on this 11th day of January, 1996,
within my jurisdiction, the within named Mary Leatherman Carr

who acknowledged that ~~he~~(she)(~~they~~) executed the above and foregoing
instrument.

[Signature] (NOTARY PUBLIC)

My commission expires:

11/24/97

(SEAL)

